

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is effective as of the 30th day of August, 2011, by and among The Honorable E. Norman Veasey ("Independent Counsel"), for himself as the Independent Counsel and as a Senior Partner of Weil, Gotshal & Manges LLP ("Weil"), the Delaware Department of Justice (the "Department"), with the approval of the Governor.

### **WITNESSETH:**

**WHEREAS**, the Acting United States Attorney for the District of Delaware (the "U.S. Attorney") has notified the Department of his intention to refer evidence or material relating to potential violations of Delaware's election laws or campaign finance laws (the "Allegations");

**WHEREAS**, it is the constitutional and statutory duty of the Attorney General of the State of Delaware (the "Attorney General") to provide for the enforcement of the civil and criminal laws of the State of Delaware (the "State") and, to that end, it is the Attorney General's intent and desire to ensure that the Allegations be thoroughly investigated and, if warranted, prosecuted; and

**WHEREAS**, in order to avoid any appearance of conflict, the Attorney General has previously recused himself from all aspects of the investigation and possible prosecution of the Allegations, and has appointed The Honorable E. Norman Veasey, former Chief Justice of Delaware and an experienced and highly qualified member of the Delaware Bar, pursuant to express statutory authority under 29 *Del. C.* ch. 25, including § 2505(d) thereof, and with the approval of the Governor under § 2507, to serve in the capacity of independent counsel to conduct the investigation, any prosecution of the Allegations, and any reports or recommendations, as the Independent Counsel deems necessary and proper in accordance with State law (the "Engagement");

**NOW THEREFORE**, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Independent Counsel, Weil and the Department (collectively the "Parties") agree, with the approval of the Governor, as follows:

1. Pursuant to his appointment by the Attorney General, the Independent Counsel is hereby engaged as independent counsel to investigate and prosecute, as necessary all aspects of the Allegations (the "Engagement"), with all powers and authority of a Deputy Attorney General.
2. The Independent Counsel agrees to serve as such until the investigation and prosecution, as necessary, of all aspects of the Allegations have been

completed and all judgments related thereto have become final and not appealable.

3. The Independent Counsel may also, in his sole discretion, determine whether reports relating to the investigation, including any recommendations for future improvements of the laws of Delaware, are warranted, and to submit such reports and recommendations, as appropriate.

4. The Independent Counsel shall have full authority, in his sole discretion and subject to his supervision, to delegate or assign the conduct of any part of the Engagement to any partner, associate or paralegal of Weil to assist him; provided, however, that such personnel will be subject to the standards of confidentiality that apply to criminal investigations.

5. The Independent Counsel shall also have the same authority to delegate or assign the conduct of any part of the Engagement to other outside counsel or investigator, subject to approval pursuant to 29 Del. C. § 2507.

6. The Department understands and appreciates that since the appointment of Independent Counsel on June 23, 2011, and the receipt on August 2, 2011, by Independent Counsel from the U.S. Attorney of information relating to the Allegations, the Independent Counsel and other Weil lawyers assigned to the Engagement (Steven Tyrrell, Esquire, and Christine Di Guglielmo, Esquire) have conducted an initial examination of information relating to the Investigation and have devoted over 115 hours of counsel time, all on a *pro bono* basis.

7. Such *pro bono* services to date would have had a value of over \$110,000 at Weil's standard hourly rates and would have had a value of over \$70,000 at the substantially discounted rate provided in paragraph 8 of this Agreement.

8. As of August 22, 2011, further professional services of the Independent Counsel and other Weil lawyers assigned to date and to be assigned in the future by the Independent Counsel, shall be billed and payable at Weil's standard hourly rates as then applicable; provided, however, for purposes of this Engagement only, the hourly rate shall be subject to a maximum charge to the State of \$600 per hour for the Independent Counsel and all Weil lawyers. The rates of any Weil paralegals to be assigned to the Engagement will range from \$175 - \$310 per hour. To date two investigators from the Delaware State Police have been assigned by the Independent Counsel. As these investigators are officers of the State, no invoices will be submitted hereunder for their services or those of any other State employees.

9. The above fees and those of any other Weil lawyers or any other outside counsel or investigators to be assigned by the Independent Counsel to the Engagement are subject to further agreement of the parties.

10. Weil shall submit invoices to the State Solicitor no more frequently than monthly for hours spent on legal services rendered under this Engagement at the rates agreed to in paragraph 8 of this Agreement. Invoices shall be paid at the above rates, as provided by the laws of the State.

11. As set forth more specifically in the Engagement Letter of June 23, 2011, in this matter relating to Allowed Adverse Representation, the Parties have specifically consented to the waiver of any Weil conflicts in any present or future matters that may be adverse to the State, but are not substantially related to the Engagement.

12. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, and the Parties to this Agreement shall exchange among themselves original signed counterparts.

IN WITNESS whereof the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

**THE HONORABLE E. NORMAN VEASEY**  
on behalf of himself as Independent Counsel and  
Weil, Gotshal & Manges LLP

By: 

E. Norman Veasey  
Independent Counsel and  
Senior Partner of  
Weil, Gotshal & Manges LLP

DEPARTMENT OF JUSTICE  
STATE OF DELAWARE

By: 

Lawrence W. Lewis  
State Solicitor  
State of Delaware

APPROVED:

By: 

Michael A. Barlow  
Governor's Counsel  
For the Governor